



# City of Norfolk

**RFP 5060-0-2016**

**Professional Audit Services**

Issuing Office: Office of the Purchasing Agent

Attn: Elizabeth B. Dooley, CPPO, CPPB

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Norfolk, VA 23510

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Issued: Monday, March 7, 2016

**RFP OPENING DATE AND TIME: MONDAY, MARCH 21, 2016**

**2:00 p.m. Eastern Time**

**ACKNOWLEDGE RECEIPT OF ADDENDUM: #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ (Please Initial)**

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH ITS REQUIREMENTS. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

Offeror Legal Name:	
Virginia State Corporation Commission Number:	
Offeror Contact Name:	
Offeror Contact Email Address:	
Offeror Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	
Date of Proposal:	

## TABLE OF CONTENTS

<b>TABLE OF CONTENTS .....</b>	<b>2</b>
<b>SECTION I – INSTRUCTIONS TO OFFERORS .....</b>	<b>4</b>
A. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS: .....	4
B. OFFERORS OF RECORD: .....	4
C. PRE-PROPOSAL CONFERENCE: .....	4
D. QUESTIONS AND ADDENDA: .....	4
E. OFFEROR OBLIGATION: .....	4
F. ANTI-COLLUSION: .....	4
G. ETHICS IN PUBLIC CONTRACTING: .....	4
H. DEBARMENT CERTIFICATION: .....	5
I. SCHEDULE OF EVENTS: .....	5
J. RFP CLOSING: .....	5
K. PROPOSAL BINDING FOR ONE-HUNDRED EIGHTY (180) DAYS: .....	5
L. DISPOSITION OF PROPOSALS: .....	5
M. PROPOSAL EVALUATION PROCESS: .....	6
<b>SECTION II – BACKGROUND, PURPOSE AND SCOPE OF SERVICES .....</b>	<b>10</b>
A. BACKGROUND: .....	10
B. PURPOSE: .....	10
C. SCOPE OF SERVICES: .....	10
<b>SECTION III – TERMS AND CONDITIONS .....</b>	<b>20</b>
B. INSURANCE REQUIREMENTS/INDEMNIFICATION: .....	20
C. TAX EXEMPTION: .....	21
D. NONDISCRIMINATION: .....	22
E. COMPLIANCE WITH FEDERAL IMMIGRATION LAW: .....	22
F. COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH: .....	22
G. SOLICITATION: .....	22
H. COOPERATIVE AGREEMENT: .....	22
I. EXCEPTIONS TO THE CITY’S CONTRACTUAL TERMS AND CONDITIONS: .....	22
<b>SECTION IV – PROPOSAL SUBMITTAL REQUIREMENTS .....</b>	<b>23</b>
A. GENERAL: .....	23
B. PROPOSAL STANDARDS: .....	23
C. PROPOSAL SUBMISSION: .....	23
I. RFP COVER PAGE (under TAB I of proposal): .....	24
II. INTRODUCTION OF OFFEROR (under TAB II of proposal): .....	24
III. EXPERIENCE IN PROVIDING SIMILAR SERVICE (under TAB III of proposal): .....	25
IV. APPROACH AND CAPACITY (under TAB IV of proposal): .....	25
V. REFERENCES (under TAB V of proposal): .....	26
D. PREPARATION OF PROPOSALS: .....	26
E. UNNECESSARILY ELABORATE RESPONSES: .....	26
F. PRESENTATION PREPARATION: .....	27
G. PROPRIETARY INFORMATION/NON-DISCLOSURE: .....	27

<b>H. COST INCURRED IN RESPONDING:</b>	<b>27</b>
Attachment A: Anti-Collusion Statement	28
Attachment B: Ethics in Public Contracting	29
Attachment C: Nondiscrimination	32
Attachment D: Debarment Certification	33
Attachment E: Compliance with Federal Immigration Law	35
Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia	36

## **SECTION I – INSTRUCTIONS TO OFFERORS**

### **A. Contact with City Staff, Representatives, and/or Agents:**

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

### **B. Offerors of Record:**

Offerors receiving a copy of this RFP from a source other than the Issuing Office, DemandStar ([www.demandstar.com](http://www.demandstar.com)) or eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)) shall contact the Issuing Office to confirm registration.

### **C. Pre-proposal Conference:**

There will be a pre-proposal conference on **Friday, March 11, 2016 at 2:00 PM** at 232 E. Main Street, Suite 250, Norfolk, VA 23510.

### **D. Questions and Addenda:**

Offerors shall carefully examine this RFP and any Addenda. Offerors are responsible for seeking clarifications of any ambiguity, conflict, omission, or other errors in this RFP in writing. Questions shall be addressed to Elizabeth B. Dooley, Purchasing Agent at [Elizabeth.dooley@norfolk.gov](mailto:Elizabeth.dooley@norfolk.gov). If the answer materially affects this RFP, the information will be incorporated into an Addendum and posted on DemandStar or eVA. This RFP and any Addenda shall be incorporated by reference into any resulting Agreement. Offeror is responsible for checking DemandStar, eVA or with the Issuing Office within 48 hours prior to the proposal closing to secure any Addendum issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Addendum from the Issuing Office.

All questions shall be submitted no later than **5:00pm EST on Friday, March 11, 2016**, no late questions will be considered. The answers to questions submitted will be provided in Addenda; the latest addendum shall be posted no later than on **Tuesday, March 15, 2016**.

### **E. Offeror Obligation:**

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

### **F. Anti-Collusion:**

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

### **G. Ethics in Public Contracting:**

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled “ETHICS IN PUBLIC CONTRACTING,” including the additional statutes set forth in § 33.1-86 thereof, which are attached. The offeror shall abide by such provisions in submission of its proposal and performance of any contract if awarded. See Attachment B.

**H. Debarment Certification:**

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

**I. Schedule of Events:**

ACTION	DATE
Issuance of RFP	Monday, March 7, 2016
Pre-Proposal Conference	Friday, March 11, 2016
Question 1 Deadlines	Friday, March 11, 2016 @ 5:00 PM EST
Addendum 1	Tuesday, March 15, 2016
Proposals Due	Monday, March 21, 2016 @ 2:00 PM EST
Oral Presentation	Week of March 28, 2016
Contract Negotiations	Week of April 11, 2016
Intent to Award Posted	Week of April 18, 2016
Contract Begins	July 1, 2016

**J. RFP Closing:**

Offeror shall ensure its Proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

**K. Proposal Binding For One-hundred Eighty (180) Days:**

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

**L. Disposition of Proposals:**

On receipt by the City, all materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and subject to the Virginia Freedom of Information Act (VFOIA) provisions.

**M. Proposal Evaluation Process:**

Evaluation of proposals will be under the complete jurisdiction of the City. It is the intent of this RFP that all goods and services be provided complete in all respects without need by the City to engage separate technical expertise of services or providers of goods. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale.

<b>Criterion</b>	<b>Points</b>
Professional Qualifications and Experience of Offeror: a. Specialized experience in governmental accounting issues expertise, and qualifications of the Offeror. b. Record of the Offeror in accomplishing work on other projects in the required time. c. Quality of work previously performed by the Offeror. d. Response during project, follow-up during project, and follow-up after projection completion.	40
Responsiveness and Overall Quality of the Proposal: a. Quality and completeness of the submitted proposal. b. Content of the proposal.	20
Professional Qualifications and Experience of Personnel: a. Specialized experience, expertise, and qualifications of key project team members who will be assigned to this project.	20
Services to be Provided: a. The specific plans or methodology to be used in performing the audit, and stated ability to complete the audit in the required time.	20
<b>TOTAL</b>	<b>100</b>

All factors will be scored based solely on the City's evaluation. A Selection Advisory Committee composed of the Department Head or designee and subject matter experts from the City of Norfolk will evaluate each proposal received and submit a recommendation to the Purchasing Agent. The City will evaluate each proposal pursuant to its standard procurement procedures consistent with the procurement of professional services through competitive negotiation.

After the review and rating of proposal(s) by the Selection Advisory Committee, the individual scores will be totaled and ranked. Offerors will be ranked in descending order of numerical predominance.

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This will provide an opportunity for the offeror to clarify or elaborate on the proposal. The Selection Advisory Committee shall engage in individual discussions with two (2) or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Purchasing Agent or designee and Department Head or designee and City Auditor or designee may discuss nonbinding estimates of total project costs, including, but not limited to life-cycle costing, and where appropriate, nonbinding estimates of price for services. The City will schedule the time and location of these presentations. Should an offeror receive a request for an oral presentation, the evaluation

criteria relative to the oral presentation will be detailed in a written notice of the request and offeror shall be required to provide a non-binding estimate of hours and fees in the following format:

City	Hourly Rate	GF (Hrs)	SR (Hrs)	DS (Hrs)	CP (Hrs)	WU (Hrs)	WWU (Hrs)	PF (Hrs)	All Other Funds (Hrs)	APA (Hrs)	Federal Grants (Hrs)	Total (Rate x Hrs)
Partner	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
Manager	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
Supervisor	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
Senior	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
Staff	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
Interns	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
Other (please specify)	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
Total Hours	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx
Estimated Fee	\$xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	\$xxx

Hrs=Hours GF=General Fund SR=Special Revenue Funds

DS= Debt Service Fund

CP=Capital Projects Fund

WU=Water Utility Fund

WWU=Wastewater Utility Fund

PF=Parking Fund

All Other Funds=Internal Service Funds, Permanent Funds, Fiduciary Funds, etc.

APA=Auditor of Public Accounts requirements (Constitutional Officers and their offices, exclusive of the Clerk of the Circuit Court and state funds collected for the Commonwealth of Virginia)

Norfolk Public Schools	Hourly Rate	Operating Fund (Hours)	Child Nutrition Fund (Hours)	Special Revenue Funds (Hours)	Capital Projects Fund (Hours)	Agency Fund (Hours)	Student Activity Funds (Hours)	Federal Grants (Hours)	Total (Rate x Hours)
Partner	xx	xx	xx	xx	xx	xx	xx	xx	xx
Manager	xx	xx	xx	xx	xx	xx	xx	xx	xx
Supervisor	xx	xx	xx	xx	xx	xx	xx	xx	xx
Senior	xx	xx	xx	xx	xx	xx	xx	xx	xx
Staff	xx	xx	xx	xx	xx	xx	xx	xx	xx
Interns	xx	xx	xx	xx	xx	xx	xx	xx	xx
Other (please specify)	xx	xx	xx	xx	xx	xx	xx	xx	xx

Total Hours	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx
Estimated Fee	\$xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	\$xxx

Norfolk Employees' Retirement System	Hourly Rate	Hours	Total (Rate x Hours)
Partner	xx	xx	xx
Manager	xx	xx	xx
Supervisor	xx	xx	xx
Senior	xx	xx	xx
Staff	xx	xx	xx
Interns	xx	xx	xx
Other (please specify)	xx	xx	xx
Total Hours	xxx	xxx	xxx
Estimated Fee	\$xxx	xxx	\$xxx

Norfolk Economic Development Authority	Hourly Rate	Hours	Total (Rate x Hours)
Partner	xx	xx	xx
Manager	xx	xx	xx
Supervisor	xx	xx	xx
Senior	xx	xx	xx
Staff	xx	xx	xx
Interns	xx	xx	xx
Other (please specify)	xx	xx	xx
Total Hours	xxx	xxx	xxx
Estimated Fee	\$xxx	xxx	\$xxx

At the conclusion of discussions during the proposal evaluation process, the Purchasing Agent or designee and the Selection Advisory Committee shall select, on the basis of evaluating factors published in the request for proposal and all information developed in the selection process to this point, in order of preference two (2) or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted by the Purchasing Agent or designee and the Department Head or designee and City Auditor or designee, beginning with the offeror ranked first and



upon the City's request, the offeror selected should provide a Price Proposal that clearly identifies any and all costs associated with performing the services in the Scope of Work. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the process described above, should the Purchasing Agent or designee determine in writing and in their sole discretion that only one (1) offeror is fully qualified or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The Estimated Unit Prices offered and accepted will be Firm-Fixed for the duration of the Contract Term, and any renewal option periods exercised. **Selected qualified offerors may propose adjusted pricing for each subsequent contract extension period. These prices, as well, will be Firm-Fixed prices for the duration of the renewal period proposed. Rate increases after award will not be considered.**

**N. Award:**

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities in proposals received, and to negotiate and to accept the proposal which shall be in the City's best interest. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

**O. Protests:**

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

## **SECTION II – BACKGROUND, PURPOSE AND SCOPE OF SERVICES**

### **A. Background:**

The City of Norfolk (“City”) requests qualified independent Certified Public Accountants (hereinafter referred to as “Auditor” or “Contractor”) to submit proposals to enter into a term contract to perform a financial audit for each of the fiscal year(s) ending June 30, 2016 through June 30, 2020.

### **B. Purpose:**

The Code of Virginia, Section 15.2-2511 requires all localities to have “all of their accounts and records, including all accounts and records of their constitutional officers, audited annually as of June 30 by an independent certified public accountant in accordance with the specifications furnished by the Auditor of Public Accounts.” This section also requires the Certified Public Accountant present a detailed written report to the local governing body at a public session by the following December 31. The written report is to be preserved by the City Clerk and open to public inspection at all times by any qualified voter.

### **C. Scope of Services:**

#### **1. General Requirements:**

- a. The Auditor shall audit all funds of the City, and subsequently render an opinion on the financial statements prepared by the City, a separate opinion on the financial statements of the Norfolk Public Schools, and a separate opinion on the financial statements of the Norfolk Economic Development Authority, component units of the City, as well as a separate opinion on the financial statements of the Norfolk Employees’ Retirement System. The Auditor’s opinion shall be unqualified unless the Auditor furnishes to the named entities, by October 31st, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.
- b. The Auditor shall discuss materiality, the anticipated nature and scope of the audit, and the planned work on internal controls and compliance with management and the governing body before the start of the engagement each year.

#### **2. General Coverage:**

##### **a. City of Norfolk:**

General Fund  
Special Revenue Funds  
Debt Service Fund  
Capital Projects Fund  
Water Utility Fund  
Wastewater Utility Fund  
Parking Facilities Fund  
Internal Service Funds  
Permanent Funds  
Fiduciary Funds  
Constitutional Officers and their offices, exclusive of the Clerk of the Circuit Court and state funds collected for the Commonwealth of Virginia.

##### **b. Norfolk Public Schools:**

Operating Fund

Child Nutrition Fund  
Special Revenue Funds  
Capital Projects Fund  
Agency Fund  
School Activity Funds

3. Norfolk Employees' Retirement System
4. Norfolk Economic Development Authority
5. Specific Requirements:
  - a. Financial Statements:
    - i. The City, Norfolk Public Schools, Norfolk Employees' Retirement System, and Norfolk Economic Development Authority require the Auditor to express an opinion on the fair presentation of its basic financial statements in conformity with Generally Accepted Accounting Principles (GAAP). To meet the requirements of this RFP, the Auditor shall audit all funds and account groups in accordance with Generally Accepted Auditing Standards (GAAS); the standards for financial audits contained in Government Auditing Standards (GAS) issued by the Comptroller General of the United States; the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: The Uniform Guidance (2 CFR § 200; and the Specifications for Audits of Counties, Cities and Towns issued by the Auditor of Public Accounts (APA).
    - ii. The Auditor shall also provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The Auditor is not required to audit the introductory section or the statistical section of the Comprehensive Annual Financial Report (CAFR).
  - b. Management's Discussion and Analysis (MD&A), Supplemental Schedules and Statistical Schedules:
    - i. The Auditor shall apply procedures and report on the MD&A and other required supplementary information included in the City's, Norfolk Employees' Retirement System's, and Schools' CAFR, including the legal debt margin, the analysis of funding progress for pension plans, post-employment benefits, the schedule of federal assistance and any other Required Supplementary Information (RSI). The Auditor is not required to apply procedures and report on statistical tables included in the CAFRs.
  - c. Internal Controls:
    - i. In connection with the audit of the financial statements, the Auditor shall consider, test and report on internal controls in accordance with Generally Accepted Auditing Standards (GAAS), *Government Auditing Standards*, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: The Uniform Guidance (2 CFR § 200. , and the Specifications for Audits of Counties, Cities and Towns* issued by the Auditor of Public Accounts (APA).

d. Compliance Auditing:

- i. In connection with the audit of the financial statements, the Auditor shall perform tests and report on compliance in accordance with *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: The Uniform Guidance (2 CFR § 200, and the Specifications for Audits of Counties, Cities and Towns* issued by the Auditor of Public Accounts (APA).

e. Component Units:

- i. The City of Norfolk has identified the following entities as component units requiring inclusion in the City's financial statements:
  1. Norfolk Public Schools (all funds except Student Activity funds)
  2. Norfolk Economic Development Authority
  3. Norfolk Employees' Retirement System

f. Sheriff:

- i. Chapter 847 of the *2007 Acts of Assembly* includes audit requirements for any funds received by the local Sheriff. The local government's independent auditor is required to submit a letter to the Auditor of Public Accounts annually providing assurance as to whether the sheriff has maintained a proper system of internal controls and records in accordance with the *Code of Virginia*.
- ii. Specific audit procedures relating to local and Commonwealth of Virginia funds for the Sheriff are included in the normal Local Government audit. In addition, the Auditor shall have separate reporting responsibilities to the APA and the Sheriff. A separate price for the additional Sheriff specific accounts should be included as part of the Auditor's proposal along with other APA specific requirements.

g. Comparative Report Transmittal Forms:

- i. The Auditor of Public Accounts requires all local governments to complete Comparative Report Transmittal Forms in accordance with the provisions of the *Uniform Financial Reporting Manual*. The Local Government shall prepare the required forms for submission to the Auditor. The Auditor shall perform the agreed-upon procedures specified in the *Uniform Financial Reporting Manual* and prepare the report on those procedures within 10 days of receiving such forms from the Local Government.

6. Seminar/Training:

During each year of the contract, the Auditor shall make available to all City, Norfolk Employees' Retirement System, Norfolk Economic Development Authority, and School's Certified Public Accountants and responsible financial personnel an in-house, tuition-free auditing and accounting seminar or course, with the equivalent of eight (8) continuing professional education (CPE) hours, including a two (2) hour ethics course, approved by the Virginia State Board for Accountancy or the National Association of State Board of Accountancy (NASBA). This seminar/course shall be conducted within the boundaries of the City of Norfolk unless otherwise agreed to by the City.

7. **Employee Utilization:**  
On monthly progress billings, not-to-exceed the agreed-upon fee, the Auditor shall provide the Local Government with a detailed report of employee hours by staff and audit area utilized in completing the audit. The report shall break down the hours by City, Norfolk Public Schools, Norfolk Employees' Retirement System, and Norfolk Economic Development Authority, APA and federal grant categories. Review categories shall provide details sufficient for indirect cost reporting.
8. **Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:** The Uniform Guidance (2 CFR § 200).
9. **Meetings:**  
The Auditor shall schedule conferences between the Auditor and appropriate City and School personnel before the preliminary work, regularly during the audit, and at the end of the field work. The purpose of these meetings is to keep all parties fully informed on the scope and progress of the audit. The Auditor shall hold weekly status meetings during the audit.
10. **Assistance in Implementing Applicable GASB Statements:**  
The Auditor shall assist City and Schools' staff in implementing applicable Governmental Accounting Standards Board's (GASB) statements as they pertain to the Local Government's financial accounting and reporting, as well as certain transactions that may occur during the year.
11. **Recommendation to Management:**  
The Auditor shall prepare a management letter to be submitted by November 30 of each year. The purpose of the management letter shall be to make known certain recommendations of which, if implemented, in the Auditor's opinion, would increase efficiency, enhance system of internal controls, and improve management, etc.
12. **CAFR Presentation Recommendations:**  
Recommendations on certain CAFR presentations, and/or enhancements in relation to the Governmental Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program shall be submitted by June 1 of each year based on the previous year's CAFR on which the current City's and Norfolk Employees' Retirement System's CAFR and shall be similarly prepared by the City's Department of Finance. Similar recommendations shall be submitted pertaining to the Schools CAFR in relation to the Association of School Business Officials (ASBO) award program.
13. **Subcontractors:**  
The use of subcontractors during the audit and the work they are to perform shall receive prior written approval of the City Auditor. The Auditor shall be solely responsible for all work performed by subcontractors. The Auditor shall be responsible for the liability of subcontractors for the types and limits required of the Auditor.
14. **Coverage:**  
The Auditor, for the purposes of all responsibilities, duties, liabilities and benefits under this contract with the Local Government, includes the entity named as auditor, and any successor in interest, whether by purchase, merger, or alteration of type and domicile of the entity.

15. Additional Services:

The Auditor shall provide an hourly proposed fee for additional services, as may be determined and required by the City, Norfolk Public Schools, Norfolk Employees' Retirement System and Norfolk Economic Development Authority during the term of the contract.

16. Assistance:

- a. Books of Account: The City, Norfolk Public Schools, Norfolk Employees' Retirement System, and the Norfolk Economic Development Authority shall close the accounting records of all funds, and reconcile all bank accounts by August 15, 2016.
- b. Schedules: The staff of the City, Norfolk Public Schools, Norfolk Employees' Retirement System, and Norfolk Economic Development Authority shall prepare or otherwise provide all required schedules and information in a timely manner for use by the Auditor.
- c. Additional Assistance:
  - i. The City and Schools shall supply additional financial and statistical information not subject to examination by the Auditor, but necessary to substantially conform to the principles and standards of public financial reporting prescribed by GASB. The Auditor shall provide a written request to the Director of Finance (and the appropriate School official) by May 15<sup>th</sup> disclosing all "prepared by client" schedules, working papers, reconciliations and other required forms and documents (ordinances, contracts, bond documents, City Council meeting minutes, and other legal documents) necessary to substantially conform to the principles and standards of public financial reporting prescribed by GASB.
  - ii. The Auditor shall endeavor to accomplish the audit on a phased basis throughout the year to reduce the year-end workload on the financial activities of the City, Norfolk Public Schools, Norfolk Employees' Retirement System, and the Norfolk Economic Development Authority.
  - iii. The Auditor shall identify working space and other requirements for audit personnel and the City, Norfolk Public Schools, Norfolk Employees' Retirement System and Norfolk Economic Development Authority shall provide the Auditor with reasonable workspace. The Auditor shall also be provided with access to the Internet, photocopying facilities, telephone and inquiry access to enterprise financial systems, if needed, to the extent practical and as mutually agreed upon.
  - iv. The Auditor shall review, suggest modifications to, and commit to a mutually agreed-upon audit work schedule prepared by the City, inclusive of key dates and identified deliverables, prior to commencement of audit fieldwork.
  - v. The Office of the City Auditor will not provide any audit assistance.
  - vi. The City, Norfolk Public Schools, and Norfolk Employees' Retirement System will make arrangements for printing the CAFR. The Auditor will be responsible for the printing of the auditor's report for the City, Norfolk Public Schools, Norfolk Employees' Retirement System, Norfolk Economic Development Authority, Water Utility Fund, and Wastewater Utility Fund reports or as mutually agreed.

17. Access to Auditor's Work Papers:

- a. The Auditor's workpapers shall be available for routine review by designated City staff as determined to be beneficial in the City's and Schools' preparation of agreed upon work papers during the normal course of the audit.
- b. In the event the City, Norfolk Public Schools, Norfolk Employees' Retirement System, and Norfolk Economic Development Authority change auditors, the incumbent Auditor shall make the work papers available to the successor Auditor and provide usual and customary professional courtesy and responses to the successor Auditor's inquiries without additional charge to any governmental unit herein mentioned or successor Auditor.
- c. The Auditor shall retain audit work papers and copies of the audit reports for a minimum of three (3) years from the date of the audit reports unless the Auditor is notified in writing by the cognizant federal agency of the need to extend the retention period. The audit work papers shall be made available for review pursuant to authority given to it by law or regulation upon request from the cognizant federal agency (Department of Housing and Urban Development) or its designees, the U.S. Government Accountability Office or its designees, the Commonwealth of Virginia's Auditor of Public Accounts and the Norfolk City Auditor.

18. Required Reports:

- a. The Auditor shall be responsible for the preparation and issuance of separate, individual auditor's reports for the following or others as mutually agreed:
  - i. Norfolk Public School Board (Component Unit);
  - ii. Norfolk Employees' Retirement System;
  - iii. Norfolk Economic Development Authority (component unit);
  - iv. Water Utility Fund; and
  - v. Wastewater Utility Fund.
- b. The Auditor shall provide unit costs for each of these separate components of the annual audit during the development of the contract document.
  - i. Based on the audit work performed, the Auditor shall produce the following reports to the City and Schools (as required for separate CAFRs):
    1. An opinion on the fair presentation of the basic financial statements required by GASB 34 (government-wide and fund financial statements) in conformity with Generally Accepted Accounting Principles (GAAP).
    2. A report on the MD&A and other required supplementary information. The Auditor shall prepare a disclaimer of opinion related to the statistical schedules included in the CAFR.
    3. A report on compliance and internal controls over financial reporting based on an audit of the financial statements in accordance with *Government Auditing Standards*. The Auditor shall communicate all significant deficiency or other matters related to internal control – Deficiencies [used to read reportable conditions] (as defined by the American Institute of Certified Public Accountants (AICPA) found during the audit in the report on internal controls. Further, the Auditor shall identify any material weaknesses in their report.

4. A report on compliance with requirements applicable to each major program and on internal control over compliance. The Auditor shall communicate all instances of noncompliance with the requirements for major programs in the Schedule of Findings and Questioned Costs. The Auditor shall reference the Schedule in the report on compliance.
5. A report summarizing compliance matters tested in accordance with the *Uniform Financial Reporting Manual*.
6. An agreed-upon procedures report on evaluating the Local Government Financial Test Worksheet in accordance with the Federal Register (40 CFR Part 258, Subpart G) Criteria for Municipal Solid Waste Landfills - Financial Assurance Criteria.
7. A report on the application of agreed-upon procedures relative to the Comparative Report Transmittal Forms. This report shall be forwarded to the City for submission with the forms to the Auditor of Public Accounts.
8. An immediate written report of all irregularities and illegal acts, or indications of illegal acts of which it becomes aware, to the City Auditor and the Director of Finance for the City, and the Chief Financial Officer, Norfolk Public Schools.
9. Written communication with the City's Audit Committee or City Council and the School Board in accordance with generally accepted auditing standards including SAS No. 114 and SAS No. 115.
10. Provide a separate opinion on the basic financial statements for use in the City's official statements for debt issuance purposes.
11. The related auditor's report for the Schedule of Expenditures of Federal Awards, as well as the reports on compliance and internal controls, shall be issued as part of the City's CAFR.
12. The Auditor shall identify key personnel to be assigned to the audit, including a description of their professional qualifications and experience and the extent to which each will be assigned to the engagement. Proposed personnel must work on this audit. In the event the Auditor's personnel proposed for the audit must be replaced by the Auditor, replacement personnel must be identified using the same guidelines established for the initial audit personnel as described above and must be approved by the City Auditor or his/her designee.

ii. Report Schedule:

1. The Auditor shall have drafts of the Auditor's reports, and recommendations to management for the City, available for review on or before November 15<sup>th</sup> of each year.
2. The Auditor shall have drafts of the Auditor's reports, and recommendations to management for Schools, available for review on or before November 15<sup>th</sup> of each year.
3. The Auditor shall provide the final schedule of Single Audit findings to the City and Schools on or before November 15<sup>th</sup> of each year.



iii. Report Preparation and Presentation:

1. The City will be responsible for report preparation, editing and printing of the City's CAFR. The Auditor shall furnish a final copy of the Auditor's reports and recommendations to management seven (7) days after approval of the draft reports for inclusion in the CAFR.
2. The Auditor shall meet with the City's Audit Committee or City Council to present the management letter, as well as any required Audit Committee correspondence and communication.
3. The Auditor shall present the City's Basic Financial Statements or the CAFR to the local governing body, Retirement Board and Norfolk Economic Development Authority at a public session as required by Section 15.2-2511 of the *Code of Virginia*.
4. The Auditor shall present an overview of the Schools' Basic Financial Statements and Audit Results to the School Board at a public session during January.

iv. Submission of Reports:

1. The Auditor shall provide advice and review services to the City, Norfolk Public Schools, and Norfolk Employees' Retirement System concerning preparation of each respective CAFR before submission to the appropriate professional organizations and regulatory agencies.
2. The City and Norfolk Employees' Retirement System shall be responsible for submitting its CAFR to the Auditor of Public Accounts, appropriate federal and state agencies, and the Government Finance Officers Association (GFOA) for its Certificate of Achievement Program. The GFOA deadline is six (6) months after the fiscal year or December 31.
3. The Schools shall be responsible for submitting copies of its CAFR to the Auditor of Public Accounts, appropriate federal and state agencies, the Government Finance Officers Association (GFOA) for its Certificate of Achievement Program and Association of School Business Officials International for its Certification of Excellence Program. The GFOA deadline is six (6) months after the fiscal year or December 31 and the Annual School Report shall be submitted to the Virginia Department of Education by September 30.

v. Submission of Transmittal Forms to the APA:

1. The City shall submit one (1) copy of the Comparative Report Transmittal Forms, including the Auditor's report thereon, to the APA by November 30 following the end of the fiscal year.

vi. Deliverable Dates:

PROJECT/DELIVERABLES FOR AUDIT SERVICES	DELIVERABLE DUE DATE
Reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion (If applicable).	Not later than November 15 of each year.
Perform the agreed-upon procedures specified in the <i>Uniform Financial Reporting Manual</i> and prepare the report on those procedures.	Within 10 days of receiving such forms from the entity being audited.
Prepare a management letter to make known certain recommendations of which, if implemented, in the Auditor's opinion, would increase efficiency, enhance system of internal controls, and improve management, etc.	Not later than November 30 of each year.
Recommendations on certain CAFR presentations and/or enhancements in relation to the Governmental Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program based on the previous year's CAFR on which the current City's CAFR will be similarly prepared by the City's Department of Finance and Norfolk Employees' Retirement System. Similar recommendations shall be submitted pertaining to the Schools CAFR in relation to the ASBO award program.	Not later than June 1 of each year.
Provide a written request to the Director of Finance (and the appropriate School official) disclosing all "prepared by client" schedules, working papers, reconciliations and other required forms and documents (ordinances, contracts, bond documents, City Council meeting minutes, and other legal documents) necessary to substantially conform to the principles and standards of public financial reporting prescribed by GASB.	Not later than May 15 of each year.
Report Schedules: a. Drafts of the Auditor's reports and recommendations to management for the City available for review. b. Drafts of the Auditor's reports and recommendations to management for Schools available for review. c. Provide the final schedule of Federal Grants findings to the City and Schools.	Not later than November 15 of each year.
Furnish a final copy of the Auditor's reports and recommendations to management seven (7) days after approval of the draft reports for inclusion in the CAFR.	Not later than seven (7) days after approval of the draft reports for inclusion in the CAFR.
Meet with the City's Audit Committee to present the management letter as well as any required Audit Committee correspondence and communication.	Not later than December 15.

Present the City's Basic Financial Statements or the Comprehensive Annual Financial Report to the local governing body at a public session as required by Section 15.2-2511 of the <i>Code of Virginia</i> .	Not later than December 31.
Present an overview of the Schools' Basic Financial Statements and Audit Results to the Audit Committee, and School Board at a public session.	Not later than December 31.
Present the City's Basic Financial Statements or the Comprehensive Annual Financial Report to the Norfolk Employees' Retirement System Board and the Norfolk Economic Development Authority.	Not later than December 31.

## SECTION III – TERMS AND CONDITIONS

### **A. Contract Term:**

The term of the Contract shall be for five (5) years, each subject to funding and appropriation of funds.

### **B. Insurance Requirements/Indemnification:**

The Contractor shall indemnify and save harmless the City of Norfolk, Virginia and its representatives from and against losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against the City or its representatives by reason of any negligent act or omission of the Consultant, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of any claim or suit.

Contractor shall maintain during the term of this agreement insurance of the types and in the amounts described below. All general liability and automobile/vehicle liability policies will be written in an "occurrence" form unless otherwise specifically approved by the City. The CITY OF NORFOLK and its employees will be included as "Additional Insured" on such policies. All insurance policies affected by this agreement shall be primary and noncontributory to any other insurance or self-insurance maintained by the City. Insurance policies shall provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense

**COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (CGL) with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Umbrella or Excess liability insurance may be used to provide these limits. Insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

**WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE:** The Contractor shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.

**AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE:** The Contractor shall maintain Automobile Liability insurance with a limit of not less than \$ 2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists. Coverage shall be written on an approved ISO Form for coverage in the Commonwealth of Virginia.

**PRIVACY AND BREACH OF INFORMATION LIABILITY INSURANCE:** The Contractor shall maintain during the life of this contract liability insurance as shall protect the Contractor against legal liability brought by third parties alleging one or more of the following actions arising from work performed while providing services in the performance of this contract.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE: The Contractor shall maintain during the life of the contract insurance that will protect the Contractor against legal liability from alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this contract, and for three years thereafter, whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance are \$1,000,000 each occurrence, \$2,000,000 aggregate.

- a. Dissemination of Information in Violation of Right of Privacy;
- b. Collecting Information in Violation of Right of Privacy;
- c. Theft and use of Information in Violation of Right of Privacy;
- d. Breach of privacy due to theft of data (e.g. credit cards, financial or health related data).

Such liability insurance coverage may be provided either by separate policies or in combination with other liability insurance required in this contract. The minimum acceptable limits of liability to be provided by such liability Insurance shall be: not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE CONTRACTOR shall furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in this RFP. The certificate(s) shall specifically indicate that the insurance includes any extensions of coverage required. In the event of cancellation of, or material change in, any of the policies, the Contractor shall notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Agreement/Contract, the CONTRACTOR shall furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, an, or the City's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or (2) identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

SUBCONTRACTOR'S INSURANCE: The Contractor shall require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor shall furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing such insurance. The Sub-Contractor shall comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor shall furnish at least one copy the Sub-Contractor's policies/certificate to the City.

**C. Tax Exemption:**

The City is exempt from federal excise tax and from all State and local taxes. Contractor shall not include such taxes in any invoices under the contract. Upon request, the City will furnish the offeror with tax exemption certificates or the City's tax exempt number.

**D. Nondiscrimination:**

The Offeror agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City § 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

**E. Compliance with Federal Immigration Law:**

The contractor shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

**F. Compliance with State Law – Authorization to Transact Business in the Commonwealth:**

Contractor shall represent that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

**G. Solicitation:**

The contractor shall not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the contractor comes into contact as a result of work under this procurement during the term of the contract and for six (6) months thereafter.

**H. Cooperative Agreement:**

This solicitation is being conducted under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, “Cooperative Procurement”, as stated, a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the contractor, the resultant contract(s) may be extended to any political subdivision of the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any entity using such contracts shall enter into its own contract directly with the contractor.

**I. Exceptions to the City’s Contractual Terms and Conditions:**

Identify any exceptions to the City’s Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed.

## SECTION IV – PROPOSAL SUBMITTAL REQUIREMENTS

### A. General:

Proposals must be submitted in hard copy, ONE (1) fully executed copy of RFP cover page for this solicitation, which shall be the first page in the first section of the Proposal. The copy of the Proposal Form in the Proposal marked "ORIGINAL", shall include an original longhand signature. The additional copies required herein may be photocopies of the original. Copies shall not deviate in any way from the original.

The offeror's proposal shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

Offerors shall submit their proposals with the required information in the order listed below. Additional instructions are in the Instructions to Offerors section of this solicitation.

### B. Proposal Standards:

Proposal submitted in response to this solicitation shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

All copies shall be printed on **at least thirty percent (30%) recycled-content** and/or tree-free paper;

All copies shall be double-sided;

Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);

The use of plastic covers or dividers should be avoided;

Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided;

**Numbered tabs and dividers are required for each of the sections listed and in the order below:**

- I. RFP COVER PAGE
- II. INTRODUCTION OF OFFEROR
- III. EXPERIENCE IN PROVIDING SIMILAR SERVICE
- IV. APPROACH AND CAPACITY
- V. REFERENCES
- VI. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS
- VII. Attachments A, B, C, D, E, and F, filled, signed or initialed, as necessary.

### C. Proposal Submission:

One (1) proposal with a Proposal Cover Page containing an original longhand signature, and ten (10) additional copies, each including a photocopy of the original signed Proposal Cover Page (eleven (11) copies total), and eleven (11) electronic CD copies, shall be submitted by hand in a sealed envelope no later than the time and date deadline specified in this solicitation to:

City of Norfolk, Virginia  
Office of the Purchasing Agent  
Suite 250  
232 E. Main Street  
Norfolk, Virginia 23510

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Proposals not submitted in the number of copies requested are subject to immediate rejection. Proposals submitted by facsimile or electronically will not be accepted.

Failure to submit a proposal with a fully-completed RFP Cover Page using the Cover Page provided in this solicitation shall be cause for rejection of the proposal. The Cover Page must be signed by a person authorized to legally bind the offeror.

Modification of or additions to any portion or terms of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

Proposals and all documents related to this solicitation submitted to the City by an offeror or a prospective offeror shall, upon receipt by the City, become the property of the City.

Offerors shall respond to this RFP with written proposal in the format outlined below. The proposal shall include as a minimum of the following sections, each under separate tabs:

**I. RFP COVER PAGE (under TAB I of proposal):**

Offerors shall complete the first page of the RFP, sign and submit with their proposal. Attachments to this RFP shall be filled and initialed or signed as necessary and submitted as part of proposals.

The Offeror is to provide its technical capabilities for accomplishing the auditing services required for the City, the Norfolk Public Schools, Norfolk Employees' Retirement System of the City of Norfolk and the Norfolk Economic Development Authority.

**II. INTRODUCTION OF OFFEROR (under TAB II of proposal):**

The Offeror's proposal shall contain an executive summary that summarizes their overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities and other creative approaches.



**III. EXPERIENCE IN PROVIDING SIMILAR SERVICE (under TAB III of proposal):**

Provide a concise description of all work experiences as it relates to the scope of work outlined herein. Said description shall include, but not be limited to:

- a. Offeror's established experience record in providing comparable services to organizations similar to the City.
- b. Number and types of customers the Offeror has served with comparable services.
- c. Number of years Offeror has been providing these types of services.
- d. A minimum of five (5) current and previous clients for which Offeror has completed services comparable to those described in this RFP. For each reference, detail:
  - Name of firm;
  - Address of firm;
  - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
  - Number of years Offeror has served the client; and
  - Brief summary of scope of services provided.
- e. Information detailing projects of similar scope Offeror is currently engaged in, including:
  - Name of firm;
  - Address of firm;
  - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
  - Number of years Offeror has served the firm; and
  - Brief summary of scope of services being provided.
- f. Other available documentation to verify Offeror's experience.
- g. A statement detailing why the Offeror is the best candidate to provide the City with the services requested in this RFP.

**IV. APPROACH AND CAPACITY (under TAB IV of proposal):**

Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:

- a. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
- b. Offertory's management structure of the firm -- e.g. organization chart of the firm, project team, etc.
- c. Size and location of the office that will serve the City;
- d. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
- e. Qualifications and resumes of the employees who will be managing and performing the services under this contract.
- f. Offerors must include a biography of the individual or firm and/or primary person(s) expected to perform services for the City in sufficient detail to allow a reasonable evaluation of the relative capability of the individuals and/or firm participating in the services to the City. Proposals must clearly identify the principal person that will be assigned to the City.
- g. Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:
  - Contact for prompt contract administration upon award of the contract;
  - Contact during the period of evaluation;

- Authorized agent to accept any notices provided for in this contract.
- h. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
- i. A detailed history of all mergers or acquisitions.
- j. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
- k. A detailed list of contractor licenses held, including license class and number and program licenses.
- l. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and capability to perform under the contract resulting from this RFP. Include any financial ratings held by the firm.
- m. If Offeror intends to subcontract any part of the work under the contract resulting from this RFP, indicate services to be subcontracted and subcontractor(s) to provide said services.

**V. REFERENCES (under TAB V of proposal):**

Provide names, addresses and telephone numbers of at least three (3) municipalities for whom your agency provided services as requested above in the past two (2) years, from the date of issuance of this RFP. At a minimum, offerors shall provide the following information: Name of an individual from that jurisdiction that can provide information regarding the quality of services provided by your firm; Contact person's email address, and phone number; and Description of the services provided by your firm for the client.

**D. Preparation of Proposals:**

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained. Exceptions/Alternatives - Detail any exceptions taken to the Scope of Services or any other provision of this RFP under TAB VII. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

**E. Unnecessarily Elaborate Responses:**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by the City.

**F. Presentation Preparation:**

If, in the City's opinion, offeror presentations or demonstrations of the proposal are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror and travel will be at the offeror's expense.

**G. Proprietary Information/Non-Disclosure:**

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342 of the Code of Virginia, Offeror shall invoke the protection of the section prior to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and states the reasons why protection is necessary, submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Submitted information submitted which does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

**H. Cost incurred in Responding:**

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

## Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of \_\_\_\_\_ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Rest of page intentionally left blank.

## **Attachment B: Ethics in Public Contracting**

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

Sec. 33.1-90. Gifts by bidders, offerors, contractors or Sub-contractors (Virginia Code §2.2-4371).

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. Participation in bid preparation; limitation on submitting bid for same procurement.

No person, who for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

\_\_\_\_\_ Initial:

## **Attachment C: Nondiscrimination**

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §2.2-4311)

Every contract over ten thousand dollars (\$1,000) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each sub-subcontractor or vendor.

Initial: \_\_\_\_\_



## Attachment D: Debarment Certification

### Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

#### I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

#### II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.**

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment E: Compliance with Federal Immigration Law

### 1. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect,  
(Please fill in with your enterprise's complete name)

\_\_\_\_\_ does  
not and shall not knowingly employ any unauthorized alien. For purposes of this section, an  
"unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in  
the United States nor authorized to be employed by either Title 8, section 1324a of the United States  
Code or the U.S. Attorney General.

### 2. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any  
time prior to contract award, the offeror learns that its certification was erroneous when  
submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not  
necessarily result in withholding of an award under this solicitation. However, the certification  
will be considered in connection with a determination of the offeror's responsibility. Failure of  
the offeror to furnish a certification or provide such additional information as requested by the  
appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a  
system of records in order to render, in good faith, the certification required by paragraph (a) of  
this provision. The knowledge and information of an offeror is not required to exceed that which  
is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact  
upon which reliance was placed when making award. If it is later determined that the offeror  
knowingly rendered an erroneous certification, in addition to other remedies available to the  
City, the appropriate City purchasing official may terminate the contract resulting from this  
solicitation for default.

### 3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and  
the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution  
under section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia**

### **I. CERTIFICATION.**

A. The offeror (Please fill in with your enterprise's complete name)

\_\_\_\_\_ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

\_\_\_\_\_

B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

\_\_\_\_\_  
\_\_\_\_\_

### **II. INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_